

STATE OF SOUTH CAROLINA

BEFORE THE
PUBLIC SERVICE COMMISSION

In the matter of Petition for Approval of Nextel South
Corp.'s Adoption of the Interconnection Agreement
Between Sprint Communications Company L.P.,
Sprint Spectrum L.P. d/b/a Sprint PCS And
BellSouth Telecommunications, Inc. d/b/a AT&T
South Carolina d/b/a AT&T Southeast

COVER SHEET

DOCKET
NUMBER: 2007 - 255 - C

And

In the matter of Petition for Approval of NPCR, Inc.
d/b/a Nextel Partners' Adoption of the
Interconnection Agreement Between Sprint
Communications Company L.P., Sprint Spectrum
L.P. d/b/a Sprint PCS And BellSouth
Telecommunications, Inc. d/b/a AT&T South
Carolina d/b/a AT&T Southeast

DOCKET
NUMBER: 2007 - 256 - C

(Please type or print)

Submitted by: J. Jeffrey Pascoe

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NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

- ☐ Emergency Relief demanded in petition ☐ Request for item to be placed on Commission's Agenda expeditiously
- ☒ Other: Rebuttal Testimony of Mark G. Felton

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)		
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input type="checkbox"/> Letter	<input type="checkbox"/> Request
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certification
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement
<input type="checkbox"/> Electric/Water/Telecom.	<input type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery
<input type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition
<input checked="" type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation

☐ Transportation

☐ Water

☐ Water/Sewer

☐ Administrative Matter

☐ Other:

☐ Discovery

☐ Exhibit

☐ Expedited Consideration

☐ Interconnection Agreement

☐ Interconnection Amendment

☐ Late-Filed Exhibit

☐ Prefiled Testimony

☐ Promotion

☐ Proposed Order

☐ Protest

☐ Publisher's Affidavit

☐ Report

☐ Subpoena

☐ Tariff

☒ Other: Rebuttal
Testimony

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

IN THE MATTER OF PETITION FOR APPROVAL)
OF NEXTEL SOUTH CORP.'S ADOPTION OF THE)
INTERCONNECTION AGREEMENT BETWEEN)
SPRINT COMMUNICATIONS L.P., SPRINT)
SPECTRUM L.P. D/B/A SPRINT PCS AND)
BELLSOUTH TELECOMMUNICATIONS, INC.)
D/B/A AT&T SOUTH CAROLINA D/B/A AT&T)
SOUTHEAST)

Docket No. 2007-255-C

AND)

IN THE MATTER OF PETITION FOR APPROVAL)
OF NPCR, INC. D/B/A NEXTEL PARTNERS')
ADOPTION OF THE INTERCONNECTION)
AGREEMENT BETWEEN SPRINT)
COMMUNICATIONS L.P., SPRINT SPECTRUM)
L.P. D/B/A SPRINT PCS AND BELLSOUTH)
TELECOMMUNICATIONS, INC. D/B/A AT&T)
SOUTH CAROLINA D/B/A AT&T SOUTHEAST)

Docket No. 2007-256-C

**REBUTTAL TESTIMONY OF
MARK G. FELTON
FILED NOVEMBER 6, 2007**

1 **I. INTRODUCTION**

2

3 **Q. Please state your name, business address, employer and current position.**

4 A. My name is Mark G. Felton. My business address is 6330 Sprint Parkway,
5 Overland Park, KS 66251. I am employed as a Contracts Negotiator III in the
6 Access Solutions group of Sprint United Management, the management
7 subsidiary of Sprint Nextel Corporation (“Sprint Nextel”).

8

9 **Q. On whose behalf are you testifying?**

10 A. I am testifying on behalf of Nextel South Corporation and NPCR, Inc., d/b/a
11 Nextel Partners. I refer to these entities collectively in my testimony as “Nextel”.

12

13 **Q. Are you the same Mark G. Felton who filed Direct Testimony in this**
14 **proceeding on October 16, 2007?**

15 A. Yes, I am.

16

17 **Q. What is the purpose of your Rebuttal Testimony?**

18 A. The purpose of my Rebuttal Testimony is to respond to the Direct Testimony of
19 BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina d/b/a AT&T
20 Southeast (“AT&T”) witness, P. L. (Scot) Ferguson¹.

¹ References are cited to the “AT&T South Carolina’s Direct Testimony of P.L. (Scot) Ferguson Before the Public Service Commission of South Carolina, Docket Nos. 2007-255-C & 2007-256-C, October 30,

1

2 **Q. How is your Rebuttal Testimony organized?**

3 A. First, I will respond to Mr. Ferguson's assertions regarding the status of the
4 existing interconnection agreement between Sprint Communications L.P.
5 ("Sprint CLEC"), Sprint Spectrum L.P. d/b/a Sprint PCS ("Sprint PCS") and
6 AT&T (the "Sprint-AT&T ICA"). Next, I will discuss how Mr. Ferguson's
7 interpretation of the interconnection agreement Merger Commitment No. 1 to
8 prohibit the Nextel adoptions of the Sprint-AT&T ICA is inconsistent with the
9 actual Commitment language. Finally, I will address Mr. Ferguson's
10 misunderstanding of the corporate relationships and services rendered by Sprint
11 CLEC, Sprint PCS and Nextel; and, how the correct understanding of the facts
12 directly supports the Nextel adoptions of the Sprint-AT&T ICA.

13

14 **II. STATUS OF THE SPRINT-AT&T ICA.**

15

16 **Q. Mr. Ferguson states at SF page 3, lines 18 -22 that:**

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"AT&T believes that the Sprint interconnection agreement has expired. Sprint and Nextel disagree with AT&T. In the recent AT&T-Sprint arbitration docket, the Commission declined to rule on the matter, appropriately determining that 'Sprint may present [the] issue to the FCC for a ruling.' See Order No. 2007-683 in Docket No. 2007-215-C at 10. The extent to which Sprint can continue operating under that interconnection agreement is therefore uncertain." (Emphasis added).

What do you understand was "the matter" that the Commission

2007" as (PLF page __, lines __), and to my prior "Prefiled Direct Testimony of Mark G. Felton Filed October 16, 2007" as (MGF page __, lines __).

1 **“declined to rule on” and indicated “Sprint may present ... to the**
2 **FCC” in Docket No. 2007-215-C, Order No. 2007-683 at 10?**

3 A. The full passage from the Commission’s Order No. 2007-683 at page 10,
4 paragraph 2 in Docket No. 2007-215-C reads:

5 “Although the Public Service Commission of South Carolina has
6 concurrent jurisdiction with the FCC to make a decision *on*
7 *Sprint’s issue*, this Commission declines to rule, and Sprint may
8 present *its* issue to the FCC for a ruling.”

9
10 (Order at 10, paragraph 2, emphasis added).

11
12 **Q. What was “Sprint’s issue” in the Sprint-AT&T arbitration?**

13 A. The issue that the Commission declined to rule upon was not, as implied by Mr.
14 Ferguson’s testimony, whether the Sprint-AT&T ICA had “expired”. The Sprint
15 arbitration ISSUE 1 which the Commission declined to rule upon was:

16 “May AT&T South Carolina effectively deny Sprint’s request to
17 extend its current Interconnection Agreement for three full years
18 from March 20, 2007 pursuant to Interconnection Merger
19 Commitment No. 4?”
20

21 With respect to the current status of the Sprint-AT&T ICA, the relevant factual
22 findings of the Commission included that:

- 23 - Sprint and AT&T South Carolina currently operate under an
24 interconnection agreement that became effective in 2001
25 (Order at page 3);
26
27 - The “fixed term” of the 2001 agreement expired December 31,
28 2004, and the parties have continued operating under the 2001
29 agreement on a month-to-month basis (*Id.*); and,
30

- 1 - While Sprint contends the Merger Commitment allows it to
2 extend the 2001 agreement 3 years from either March 20, 2007
3 or December 29, 2006, AT&T South Carolina agrees that the
4 Merger Commitment allows Sprint to extend the 2001
5 agreement for three years from the December 31, 2004 fixed
6 term expiration (*Id.* at page 4-5).
7
8

9 **Q. Is the current Sprint ICA with AT&T “expired” as Mr. Ferguson claims?**

10 A. No. As I stated in my Direct Testimony at MGF page 5, lines 16-19, Sprint’s
11 current ICA with AT&T “converted to a month-to-month, or ‘evergreen’, status
12 on December 31, 2004” under which the parties “have continued to operate
13 pursuant to the terms of the ICA and have executed 10 total amendments ..., six
14 of which were executed after its conversion to evergreen status.” Until an
15 appropriate authority extends the Sprint-AT&T ICA pursuant to Merger
16 Commitment No. 4, for a new 3-year fixed-term from either a date advocated by
17 Sprint or the date advocated by AT&T, the Sprint-AT&T ICA is still a current
18 and effective ICA with an express month-to-month term in each of the nine
19 legacy BellSouth states except Kentucky.

20
21 **Q. What is different about the Sprint-AT&T ICA with respect to Kentucky?**

22 A. Since the filing of my October 16th Direct Testimony, BellSouth
23 Telecommunications, Inc. d/b/a AT&T Kentucky and Sprint have executed, and
24 AT&T has filed with the Kentucky Public Service Commission, an Amendment
25 to the Sprint-AT&T ICA that provides for a 3-year extension of the Sprint-AT&T

ICA in Kentucky from December 29, 2006 to December 28, 2009. A copy of AT&T's October 30 2007, cover letter to Sprint and enclosed fully executed Amendment of the same date, and AT&T's cover letter filing the amendment with the Kentucky Commission are attached as Exhibit MGF-7.

III. THE MERGER COMMITMENTS

Q. Do you agree with Mr. Ferguson that "only the FCC can address the merger commitments" (PLF Page 6, Line 23)?

A. No. As I stated in my Direct Testimony at MGF page 4, line 20 through page 5, line 4, this Commission has already determined that it has proper jurisdiction to rule on matters related to the Merger Commitments.

Q. Please discuss AT&T's interpretation of Merger Commitment No. 1.

A. AT&T argues that Merger Commitment No. 1 "only applies when a carrier wants to take an interconnection agreement from one state and operate under that agreement in a different state" (PLF, page 7, lines 4-6). However, a plain reading of Merger Commitment No. 1 reveals there is absolutely no mention, either directly or indirectly, of any requirement that a requesting carrier must be seeking to "port" an agreement from one state to another before Merger Commitment No. 1 is applicable. Rather, the Merger Commitment clearly and unequivocally states, "[t]he AT&T/BellSouth ILECs shall make available to any requesting telecommunications carrier any entire effective interconnection agreement,

1 whether negotiated or arbitrated, that an AT&T/BellSouth ILEC entered into in
2 any state in the AT&T/BellSouth 22-state ILEC operating territory” (emphasis
3 added). In addition, such an argument is a red herring since the Sprint-AT&T
4 ICA is the same agreement with AT&T in the other 8 states of the legacy-
5 BellSouth region – the only difference being the state-specific modifications that
6 are identified throughout the ICA. Therefore, this argument appears to be an
7 attempt by AT&T to distract the Commission from the real issue, which is the
8 commitment made by AT&T to gain merger approval and yet another attempt by
9 AT&T to avoid following through with that commitment. However, assuming
10 for the sake of discussion alone that Mr. Ferguson’s interpretation of Merger
11 Commitment No. 1 were correct, *under Mr. Ferguson’s own interpretation*,
12 Nextel is now entitled to “port into South Carolina” and adopt the same Sprint-
13 AT&T ICA which, effective with AT&T’s execution on October 30, 2007, was
14 extended for 3 years from December 29, 2006 pursuant to the parties’ Kentucky
15 amendment.

16
17 **IV. THE CORPORATE RELATIONSHIPS BETWEEN, AND SERVICES**
18 **RENDERED BY, SPRINT CLEC, SPRINT PCS AND NEXTEL**
19

20 **Q. Mr. Ferguson contends at PLF page 12, lines 1 – 8, that Nextel is not seeking**
21 **to adopt the Sprint-AT&T ICA on the “same terms and conditions as**
22 **provided in the Agreement” because Nextel does not provide both wireline**
23 **and wireless services in South Carolina. Do you agree with Mr. Ferguson’s**

1 **attempts to distinguish what types of services are respectively provided by**
2 **the Sprint entities and Nextel?**

3 A. No. Mr. Ferguson apparently has a fundamental misunderstanding of the Sprint
4 Nextel corporate structure, as well as the respective services provided by Sprint
5 CLEC, Sprint PCS and Nextel.

6
7 **Q. Please describe the Sprint Nextel corporate structure.**

8 A. The Sprint CLEC entity, Sprint Communications Company L.P., is a certified
9 CLEC and inter-exchange carrier that provides wireline services in the State of
10 South Carolina. The Sprint PCS entity, Sprint Spectrum L.P., is a CMRS
11 provider that provides wireless services in the State of South Carolina. Sprint
12 CLEC and Sprint PCS are separate legal entities. The Nextel entities, Nextel
13 South Corp and NPCR, Inc., are each CMRS providers that provide wireless
14 services in the State of South Carolina. Moreover, Nextel enjoys the same
15 corporate relationship with Sprint CLEC as does Sprint PCS – they are all
16 affiliate sister companies under the same overarching Sprint Nextel corporate
17 umbrella.

18
19 **Q. At PLF page 12, lines 10 – 22, Mr. Ferguson appears to consider it**
20 **significant that Nextel provides wireless service in South Carolina but does**
21 **not provide wireline service, nor is it certificated to provide wireline service**
22 **in South Carolina. Is this any different for Sprint PCS?**

1 A. No. Sprint PCS provides wireless service in South Carolina but does not provide
2 wireline service, nor is it certificated to provide wireline service in South
3 Carolina.

4

5 **Q. So, upon adoption, how would Nextel be able to utilize the Sprint-AT&T**
6 **ICA?**

7 A. Nextel would be entitled to operate under the same wireless-applicable
8 provisions of the Sprint-AT&T ICA that are utilized by Sprint PCS and, like
9 Sprint PCS, would not utilize the Sprint CLEC-specific provisions of the Sprint-
10 AT&T ICA.

11

12 **Q. What response do you have to the “practical” concerns raised by Mr.**
13 **Ferguson at PLF page 15, lines 1 through page 18, lines 5 to the effect that**
14 **AT&T is apparently incapable of determining how it can insert the Nextel**
15 **entity names into the agreement to only make the appropriate wireless**
16 **provisions applicable to Nextel?**

17 A. There are two simple alternative methods by which the adoption can be
18 implemented. The first, and probably easiest, alternative would be to simply add
19 Nextel as a wireless party to the Sprint-AT&T ICA. The second alternative,
20 which would actually be very consistent with the method Mr. Ferguson indicates
21 that AT&T typically follows, would be to create adoption papers that have the
22 practical effect of substituting the Nextel entity names throughout the ICA

1 wherever the Sprint PCS name occurs.

2
3 **Q. Does Nextel expect or intend to utilize any of the CLEC provisions of the**
4 **agreement?**

5 A. No. But, recognizing that the same affiliate relationship exists between Nextel
6 and Sprint CLEC that exists between Sprint PCS and Sprint CLEC, AT&T was
7 specifically advised in Nextel's May 18, 2007 ICA adoption request letters that
8 Sprint CLEC stood ready willing and able to execute the adoption papers as an
9 accommodation party – thereby addressing any potential issue that AT&T
10 attempted to raise regarding the need for Nextel to also have a CLEC affiliate
11 execute the adoption agreement.

12
13 **III. SECTION 252(i) Adoption Rights.**
14

15 **Q. Mr. Ferguson avers that Nextel's adoption request is not within a**
16 **reasonable period of time. Please comment.**

17 A. Mr. Ferguson is correct in saying that issue is legal in nature and Sprint's
18 attorneys will opine on this issue in Sprint's legal brief. However, Sprint and
19 Nextel did not merge until August, 2005 – thereby placing Nextel in the same
20 position with respect to Sprint CLEC as was Sprint PCS - and, with respect to the
21 Merger Commitments, Nextel has clearly exercised its adoption rights as allowed
22 within the applicable 42-month time period.

1 **Q. Does permitting Nextel to adopt the Sprint ICA cause AT&T to lose the**
2 **“benefits of the bargain” in the Sprint ICA (PLF, page 13, line 16 through**
3 **page 14, line 20)?**

4 **A.** No. But denying Nextel’s requests certainly disadvantages Nextel. Mr. Ferguson
5 discusses three areas in which AT&T received some benefit from its agreement
6 with Sprint. He then goes on to state how unusual those provisions would be in a
7 stand-alone wireless or wireline agreement. While the rarity of such provisions
8 is debatable, the fact is that AT&T would continue to enjoy the benefit of those
9 provisions in its ICA with Sprint. Also, as I stated above, to the extent a wireline
10 entity needs to be a signatory to the agreement, Nextel’s affiliate, Sprint CLEC,
11 would certainly fit the bill.

12
13 **Q. Would Nextel’s adoption of the Sprint ICA in any way be contrary to FCC**
14 **rulings or internally inconsistent?**

15 **A.** No. This appears to be yet another red herring by AT&T in its attempt to thwart
16 Nextel’s efforts to adopt the Sprint agreement. In support of AT&T’s assertion
17 that the adoption of the Sprint-AT&T ICA by Nextel would be contrary to FCC
18 rules and internally inconsistent, Mr. Ferguson offers the example of the
19 purchase of UNEs by a wireless carrier. Sprint acknowledges that the FCC ruled
20 in the Triennial Review Remand Order (“TRRO”) that wireless carriers are no
21 longer entitled to purchase UNEs and that prohibition is already addressed by the
22 very provision (Attachment 2, Section 1.5) Mr. Ferguson cites in his testimony

1 (PLF, page 17, lines 5-7). So, rather than being internally inconsistent as AT&T
2 claims, the ICA already addresses AT&T's other concern that the ICA would be
3 contrary to FCC rules.

4

5 **Q. Does this conclude your Rebuttal Testimony?**

6 **A. Yes.**

EXHIBIT MGF-7



Lynn Allen-Flood
Wholesale

875 West Peachtree Street NE, Room 34S91
Atlanta, GA 30375

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Email: lynn.allen-flood@att.com

Sent via certified mail

October 30, 2007

Joseph M. Chiarelli
Senior Counsel
Sprint Nextel
Mailstop KSOPHN0314-3A621
6450 Sprint Parkway
Overland Park, KS 66251

Re: Executed Interconnection Agreement Amendment – Kentucky Three (3) Year Extension

Dear Joe:

Attached for your files are two original executed Amendments to the Interconnection Agreement in Kentucky between Sprint Communications Company Limited Partnership, Sprint Communications Company L.P., Sprint Spectrum L.P. and AT&T. This Amendment provides for a 3 year extension, from December 29, 2006 to December 28, 2009, of the Kentucky Interconnection Agreement.

BellSouth will file this Amendment with the Kentucky Public Service Commission.

If you have any questions relative to this letter, please call me at 404-927-1376.

Sincerely,



Lynn Allen-Flood
Lead Negotiator

Attachment

CC: Susan Lord
Diana Durham
Kristen Shore
Kathy Wilson-Chu
Randy Ham

Amendment to
Interconnection Agreement
between
Sprint Communications Company Limited Partnership
Sprint Communications Company L.P.
Sprint Spectrum, L.P.
and
BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky
Dated January 1, 2001

Pursuant to this Amendment (the "Amendment") Sprint Communications Company Limited Partnership and Sprint Communications Company L.P., (collectively referred to as "Sprint CLEC"), a Delaware Limited Partnership, and Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo. L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation, all foregoing entities jointly d/b/a Sprint PCS ("Sprint PCS") (Sprint CLEC and Sprint PCS collectively referred to as "Sprint"), and BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky ("AT&T"), a Georgia corporation, hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated January 1, 2001 ("the Agreement").

WHEREAS, Sprint and AT&T are amending the Agreement to modify provisions pursuant to the Kentucky Public Service Commission's Order dated September 18, 2007, Case No. 2007-00180;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sprint and AT&T hereby covenant and agree as follows:

1. The Parties agree to delete Section 2, General Terms and Conditions – Part A in its entirety and replace it with the following:

2. Term of the Agreement

2.1 This Agreement is extended three years from December 29, 2006 and shall expire as of December 28, 2009. Upon mutual agreement of the Parties, the term of this Agreement may be extended. If, as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 3.1 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis.

Sprint Communications Company Limited Partnership/Sprint Communications Company L.P./Sprint Spectrum, L.P.
and BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky – Kentucky 3 Year Extension Amendment

2.2 During the term of December 29, 2006 to December 28, 2009, this Agreement may be terminated only via Sprint's request unless terminated pursuant to a default provision within this Agreement.

2. All other provisions of this Agreement, as amended, shall remain in full force and effect including, without limitation, the provisions set forth in Section 18.3 and 18.4 of the General Terms and Conditions – Part A.

3. Either or both of the Parties are authorized to submit this Amendment to the Kentucky Public Service Commission ("Commission") for approval subject to section 252(e) of the Federal Telecommunications Act of 1996.

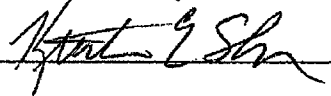
4. This Amendment shall be filed with and is subject to approval by the Commission and shall be effective upon the date of the last signature of both Parties.

[Signatures continued on next page]

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.
d/b/a AT&T Kentucky

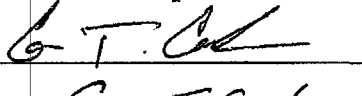
By: 

Name: Kristen E. Shore

Title: Director

Date: 10/30/07

Sprint Communications Company
Limited Partnership

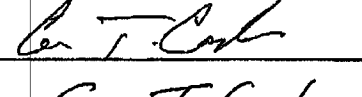
By: 

Name: Craig T. Cowden

Title: Vice President

Date: 10.26.2007

Sprint Communications
Company L.P.

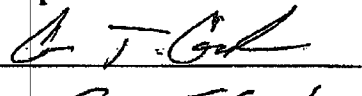
By: 

Name: Craig T. Cowden

Title: Vice President

Date: 10.26.2007

Sprint Spectrum L.P.

By: 

Name: Craig T. Cowden

Title: Vice President

Date: 10.26.2007

Sprint Communications Company Limited Partnership/Sprint Communications Company L.P./Sprint Spectrum, L.P.
and BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky - Kentucky 3 Year Extension Amendment



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October 30, 2007

Ms. Beth O'Donnell
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

Re: Petition of Sprint Communications Company L.P. and Sprint Spectrum L.P. d/b/a Sprint PCS for Arbitration of Rates, Terms and Conditions of Interconnection Agreement with BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky d/b/a AT&T Southeast
PSC 2007-00180

Dear Ms. O'Donnell:

Enclosed for filing in this case is the Amendment to the Interconnection Agreement between Sprint Communications Company Limited Partnership, Sprint Communications Company L.P., Sprint Spectrum, L.P., ("Sprint") and BellSouth Telecommunications, Inc., d/b/a/ AT&T Kentucky, ("AT&T Kentucky") dated January 1, 2001. In accordance with the Commission's September 18, 2007, Order in this case, the commencement date for the new Sprint-AT&T interconnection agreement is December 29, 2006, for a fixed 3-year term.

Five (5) copies of this filing are enclosed for filing in this case. Thank you for your assistance. If you have any questions, please let me know.

Sincerely,


Mary K. Keyer

Enclosures

cc: Party of record

694853



United States of America

BEFORE THE

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

In the matter of:

Petition for Approval of Nextel South
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d/b/a AT&T South Carolina d/b/a
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Docket No. 2007-255-C

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AT&T Southeast

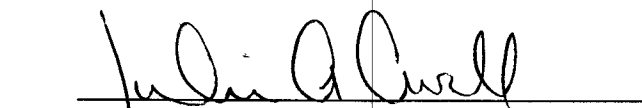
Docket No. 2007-256-C

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on November 6, 2007, she served a copy of the attached **Rebuttal Testimony of Mark G. Felton** by first-class mail, proper postage affixed addressed to the person(s) hereinafter named, at the place(s) and address(es) stated below, which is/are the last known address(es):

Patrick W. Turner, Esq.
General Counsel-South Carolina
BellSouth Telecommunications
Legal Department
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Suite 5200
Columbia, SC 29201

Nanette S. Edwards
Office of Regulatory Staff
Post Office Box 11263
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FILING INSTRUCTIONS.**